



WHOLESALE AGREEMENT

All sales made by Vital Choice Seafood ("Seller") to you ("Customer") are governed by these Terms and Conditions of Sale unless otherwise indicated by Vital Choice Seafood in writing. Please read these Terms and Conditions thoroughly before submitting an application for wholesale pricing. Do not submit the wholesale application unless you understand these Terms and Conditions and agree to abide by them. The Seller reserves the right to amend or modify these Terms and Conditions of sale at any time at its sole discretion. Seller shall not accept Customer's purchase orders unless and until Customer consents to these Terms and Conditions of Sale. These Terms and Conditions of Sale as set forth in this document supersede the terms and conditions of Customer's purchase order(s) and will govern all transactions between Customer and Seller. These Terms and Conditions of Sale also apply to all future transactions unless modified in writing signed by Seller and Customer.

1) CERTIFICATION

To qualify to open a wholesale account with seller, customer must certify and document that it is in the business of reselling products to its customers or to the public. For documentation purposes, seller requires that customer provide a state issued Resale Certificate with the wholesale application. If customer does not have a resale certificate, customer may still establish a wholesale account by providing a signed W9 provided by Vital Choice Seafood customer service department. For those customers located in the state(s) of WA and VA, sales tax will be applied for those wholesale accounts who do not have a state issued resale certificate on file with seller.

2) ORDER MINIMUM

While Vital Choice has no specific order minimums, we do require customer to purchase in full case quantities. Vital Choice canned seafood are packed (24) cans per case. Vital Choice supplements are packed (12) bottles per case. Orders of \$200 or more will receive free shipping. For any orders under \$200, shipping charges will be applied.

3) FORMS OF PAYMENT

The seller accepts Visa, MasterCard, Discover Card & American Express as acceptable credit cards. For credit card purchases, 100% of purchase price plus shipping (if applicable) will be billed at time of order. Non-Perishable orders generally will be shipped within (2) days of purchase.

4) SHIPPING

Orders will be shipped via Seller's choice of carriers unless customer wishes at their expense to use their own choice of carrier. Vital Choice Seafood will try to accommodate all rush orders. Most orders, from customers in good standing, for in-stock items, are shipped within (7) business days after order and payment, are received. Actual shipping time is contingent upon availability of merchandise and credit verification. All orders are shipped from either the states of WA or VA unless otherwise indicated. Seller will not be responsible for shipping delays caused by a carrier or adverse weather conditions.

5) NOTICE OF DEFECTS

Customer is responsible for inspecting the merchandise upon receipt. Any merchandise with visible damage must be noted to the delivery service upon receipt in the Customers warehouse. Customer shall notify Sellers customer service department (1-800-608-4910) or Wholesale@VitalChoice.com within (5) business days of customer's receipt of the

merchandise of any claims for damages resulting from any damages or defects in the merchandise discovered by Customer, including, without limitation, claims related to shortages, quality, or product specification.

6) ACCEPTANCE OF LATE OR DEFECTIVE MERCHANDISE

Customer's failure to provide written notice of a claim, as set forth in these Terms and Conditions of Sale, shall constitute a waiver of any claim Customer may have for damages resulting from such defects, including late delivery.

7) RETURNS OF PERISHABLE PRODUCTS

Perishable items, such as any frozen products, cannot be returned unless it is damaged or wrongly shipped. Due to the nature of such product, we cannot resell or repackage the product for resale, and therefore cannot accept returns for non-damaged items. We do this to prevent tampering of our product and protect the end-user. The seller shall not be liable for defects resulting from goods being stored or used where unsuitable environmental conditions prevail or which have been subject to abnormal degrees of temperature, humidity, light, strain or other treatment.

8) CHANGES TO PRICING & PRODUCTS

Wholesale pricing is subject to change. All merchandise will be shipped at the prices in effect at the time of shipping. The seller reserves the right, at its sole discretion, to change ingredients, packaging and included documentation. All orders are subject to availability.

9) CONFIDENTIALITY

Wholesale prices and pricelists of the seller's products is confidential, and for the use of the Customer only. Publishing or revealing the wholesale pricing of the Seller's product line outside of the business of the Customer is forbidden. Failure to preserve the Seller's confidentiality of its wholesale pricing can result in the immediate and permanent termination of wholesale status of the Customer.

10) FORCE MAJEURE

Customer shall not hold Seller liable for delays in performance of its obligation hereunder caused by acts of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under these Terms and Conditions of Sale, in whole or in part.

11) MAP POLICY

Vital Choice requires all wholesale customers follow our MAP (Minimum Advertised Price) pricing policy. Vital Choice does reserve the right to stop shipments to any wholesale customer who engages in predatory pricing practices that conflicts with Vital Choice's own website pricing.

12) WEB COMMERCE

No products or goods purchased from Vital Choice shall be resold by or through any on-line auction or online store (such as eBay, Amazon or other similar sites) without the express, written authority of Vital Choice.

If Customer is planning to sell products produced by Vital Choice in an online marketplace/store, that store must be owned by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by Vital Choice.

Names of any third party, e-commerce website(s) or 3rd party sales platform (Amazon, Walmart, eBay, etc.) that you wish to sell and market Vital Choice products must be listed at the bottom of this agreement.

13) SELLING TO OTHER RESELLERS

Any Wholesale Account who distributes Vital Choice products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

14) TRADEMARK AND USE OF MATERIALS

Vital Choice Wild Seafood & Organics is one of the most recognizable brands selling wild seafood, organic fare, and whole-food supplements direct to consumers via the Internet. All aspects and identifiers of our brand – including images, text, design, color, and composition – represent who we are to our customers and are key components – or “elements” – of our brand. We want our wholesale customers to grow their businesses; at the same time, we take very seriously every representation of the Vital Choice Wild Seafood & Organics brand, whether print or digital, graphic or text. We protect these representations diligently, because accurate representations of our brand best serve us all.

So, we ask our affiliates, partners, and wholesale customers, bound to us by written agreement, to understand that our brand cannot be presented in any way not approved by us. Nor can our brand be associated with or linked to any statements or images that we find inaccurate or objectionable. Nor can you incorporate in any way any Vital Choice elements into your own product name, service names, trademarks, logos, or company names, unless Vital Choice has approved this in advance.

Generally, this means that you must not copy or imitate the characteristic “look & feel” of the Vital Choice Wild Seafood & Organics brand, which includes but isn't limited to our web design properties, brand packaging, distinctive color combinations, typography, graphic design, icons, and imagery. Don't create marks, logos, slogans, or designs that are confusingly like ours; and don't use any Vital Choice brand elements in any way that suggests common, descriptive, or generic meaning.

15) RULES for GRAPHIC REPRESENTATION

We will supply you with all graphic brand elements you may need for display – i.e., logos, web banner ads, and print ads. Many elements in standard sizes are available to you upon request; please allow two weeks for production of custom elements, according to exact specifications (dimensions in pixels for digital and inches for print) provided by you.

You cannot modify the elements supplied by us in any way, including resizing. They must be used as supplied by us.

In addition:

15.1 Don't display any Vital Choice brand element as the most prominent element on your web page or characteristic print page.

15.2 Don't display a Vital Choice brand element that in any manner implies an imagined relationship, sponsorship, or endorsement by Vital Choice.

15.3 Don't show any Vital Choice web page, or show any screenshot of any Vital Choice web page, without prior approval by Vital Choice.

15.4 Don't display any brand element relating to Vital Choice on any web site that in the sole opinion of Vital Choice contains illegal or objectionable content. This definition includes but is not limited to content that is misleading, unfair, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to Vital Choice.

15.5 You must supply us with draft presentations of web pages or print pages showing our elements in place before you take them live or send them to press. Please send these draft presentations to wholesale@vitalchoice.com

16) RULES for TEXT REPRESENTATIONS

When writing about Vital Choice Wild Seafood & Organics, please present our company name in one of these ways, exactly as they appear here:

- Vital Choice Wild Seafood & Organics
- Vital Choice Seafood
- Vital Choice

When referring to any Vital Choice products, please use the proper product name and the >™ < or the >® < mark, as required, as shown on the product label or packaging. For example, the proper name of our canned wild salmon is Wild Red™. If you are uncertain about the proper name of any product, please contact wholesale@vitalchoice.com for corroboration.

In addition:

16.1 Don't include any content or text that implies an imagined relationship, sponsorship, or endorsement by Vital Choice.

16.2 Don't include any content or text that could reasonably be interpreted to suggest that it represents the views or opinions of Vital Choice or that it has been authored by Vital Choice personnel unless it is an attributed quote used by permission of Vital Choice, procured in advance.

16.3 You must supply us with draft presentations of web pages or print pages showing text relating to Vital Choice in place before you take them live or send them to press. Please send these draft presentations to wholesale@vitalchoice.com.

17) CUSTOMER RESPONSIBILITY, USE OF CONTENT

By granting Customer the use of Content provided by Seller, it is mutually understood and agreed that the Content may be changed or updated from time to time by Seller and the Customer has the complete responsibility to keep the Content current and up-to-date on the Customer website and marketing materials. "Content" is defined as any articles, newsletter content, product images or text related to Vital Choice Products or Vital Choice Seafood & Organics.

18) RULES for WEB & SEARCH ENGINE ACTIVITIES

You may not purchase any Vital Choice trademarked or brand-related keywords in any search engine. This includes the use of words created expressly for use in search engines by modifying Vital Choice trademarked or brand-related keywords in any way, including hyphenation, combination, or abbreviation.

In addition:

18.1 Don't register Vital Choice trademarked or brand-related names as part of top-level or second-level domain names.

19) REMEDIES

Vital Choice reserves the right to suspend business and shipments to any wholesale customer who violates any provisions of this agreement or in situations when the actions of any wholesale customer's own business practices is in direct contradiction to Vital Choice's best interests.

20) JURISDICTION/GOVERNING LAW

Seller is headquartered in the State of Washington, United States of America. These terms and conditions of sale shall be governed by and interpreted under the laws of the State of Washington (without regard to its conflicts of laws principles) and the federal laws of the United States of America. If any provision of these Terms and Conditions of Sale is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Use, which shall remain in full force and effect. Customer expressly agrees that exclusive jurisdiction for any dispute

with seller, or in any way relating to these Terms and Conditions of Sale, resides in the courts of the State of Washington and you further agree and expressly submit to the personal and exclusive jurisdiction of the courts of the State of Washington in connection with any such dispute including any claim involving the merchandise or Seller or its, employees, contractors, officers, and directors.

21) MISCELLANEOUS

These terms and conditions of sale constitute the entire agreement between Seller and Customer, superseding any prior agreements between Customer and Seller. The failure of Seller to exercise or enforce any right or provision of these terms and conditions of sale shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these terms and conditions of sale must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these terms and conditions of sale are for convenience only and have no legal or contractual effect.

22) ADDITIONAL TERMS & CONDITIONS

Customer agrees to abide by all applicable international, federal, state and local laws and regulations relating to use and sales of products supplied to Customer by Seller.



**WHOLESALE AGREEMENT
Account Update Information**

Type of Business:

Online Retail Organic Food Store Co-Op Nutritionist

Other: _____

Are you selling Vital Choice products in a retail store?

YES NO

Store Address: _____

Company Website: _____

Are you selling Vital Choice products on your website?

YES NO

Are you selling Vital Choice products on any other E-Commerce websites such as Amazon, eBay or other similar sites?

YES NO

If yes, please indicate below what other e-commerce site(s) that you are selling or plan to sell Vital Choice products.

E-Commerce Site	Store Name on the Platform
Amazon	
EBay	
Other (list)	

Name: _____

Signature: _____

Date: _____